



Request for price quote for Services

**“RECRUITMENT AND MANAGEMENT
OF COMMUNITY SANCTA NURSERY
STAFF FOR COMBIO PROJECT-
RWA22001-10011”**

Country: RWANDA

Navision code: RWA2200111

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1 Object of the request

Object of the request	
RECRUITMENT AND MANAGEMENT OF COMMUNITY SANCTA NURSERY STAFFS FOR COMBIO PROJECT	
ENABEL REFERENCES	RWA22001-10011

2 General implementation information

IMPLEMENTATION PERIOD:	These services are expected to have an overall contract duration of 8 months, starting from one day after the reception of the notification letter	
PLACE OF DELIVERY / PERFORMANCE ADDRESS:	Belgian development agency 10, 67 KN ST, BP 6089, KIYOVU Kigali	
CONTRACT MANAGER:	Name: Mr. Jacques Peeters Function: Intervention manager Tel : 0782766434 Email: jacques.peeters@enabel.be	
Payment:	No advance may be asked by the contractor and payments shall be made in installments upon approval of the deliverables (progress payment) as follow:	
	N°	Deliverable description
		Report and payment Instalment
	1	<u>Progress report 1, including:</u> <ul style="list-style-type: none"> - Recruitment and selection report of the 7-lead nursery technician - List of staff and manpower paid in the 1st month contract, with detail on amount paid per staff/manpower. - All the documentation required as justification of payment of salary, taxes, and social security	Install1: 10% of management cost +reimbursable
2	<u>Progress report 2, including:</u> <ul style="list-style-type: none"> = Main activity covered, constraint faced, solution implemented and potential risks = List of staff and manpower paid in the 3st month contract, with detail on amount paid per staff/man-power = All the documentation required as justification of payment of salary, taxes, and 	Install2: 30% of management cost +reimbursable
3	<u>Progress report 3 including</u> <ul style="list-style-type: none"> = Main activity covered, constraint faced, solution implemented and potential risks. = List of staff and manpower paid in the 	Install3: 40% of management cost +reimbursable

	<p>months 4 to 6 of the contract, with detail on amount paid per staff/manpower.</p> <ul style="list-style-type: none"> - All the documentation required as justification of payment of salary, taxes, and social security 	
4	<p>Final report including</p> <ul style="list-style-type: none"> - Main activity covered, constraint faced, solution implemented - List of staff and manpower paid in the months 7 to 8 of the contract, with detail on amount paid per staff/manpower <ul style="list-style-type: none"> - All the documentation required as justification of payment of salary, taxes, and social security 	<p>Install4: 20% of management cost +reimbursable</p>
<p>Reports will be produced in English (according to deadline set in above table of deliverables) in soft format (word files, excel files for table and graphics, and scan pdf format). Final report will be provided additionally in 2 hard copies</p>		
<p>Invoice(s) will mention the name of the project “COMBIO project Enabel “RWA22001-10011” and “Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”.</p> <p>Invoice(s) will be submitted and addressed to: Invoice(s) will be submitted to: Mr. Jaques PEETERS, Intervention Manager; COMBION PROJECT e-mail: jacques.peeters@enabel.be SORAS TOWERS 6th Floor, Wing A 10, KN 67ST BP 6089 Kiyovu-Kigali</p>		

3 Instructions to tenderers

CONTACT PERSON AT ENABEL during the procedure	
NAME:	Evariste SIBOMA NA
FUNCTION:	Contract Officer
ADDRESS:	<p>KN 67 Street, plot N° 10 SANLAM Towers, Wing A, 6th Floor Opposite St Michel Catholic Church B.P. 6089 KIYOVU</p>
TEL.:	250 (0) 0788619693
E-MAIL:	<p>Evariste SIBOMANA: evariste.sibomana@enabel.be With Copy to Jaques PEETERS jacques.peeters@enabel.be</p>

INFORMATION REGARDING THE PROCEDURE

Reception of tenders:	Date:	10/04/2023 at 10:00 am at the latest
	Place:	The signed and dated original and “ 2 copies ” will be sent in a sealed envelope with the subject: “ Elaboration of a project concept note for affordable housing in Rwanda ”, the tender documents number (RWA22001-10011) The identical soft copy MUST also be submitted in one or more PDF files on a USB stick. The Attention of Mr. Evariste SIBOMANA, Contract Officer Tel: 0788619693
Validity period of the tender:		90 days

3.1. Other Documents to be submitted

To be completed in accordance to need

3.1.1. Power of attorney

The Bidder shall include in his tender the **power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

3.1.2. Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**¹ from the competent authority.

3.1.3. Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification¹ from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the **4th term of 2022**.

3.1.4. Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**¹ (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

3.2. Qualitative selection

The contracting authority will select the responsive bidder based on following technical selection criteria:

¹ In case of a consortium or a temporary association, the certificate must be submitted for all members.

Technical aptitude of the firm and proposed staff (qualification and experience to be considered in selection stage)

3.2.1. List of the similar assignments

Bidder must provide in his bid the proven experience of at least 1 similar assignment to prove their work experience in human resources management. **proven by related certificate**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out

At least 1 similar assignment to prove their work experience in Human Resource management proven by related certificate.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates	Name of the Client

3.2.2. Certificates of completion

For each of the listed projects (minimum 1), the Bidder must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

3.3. Award criteria

The contracting authority will evaluate the technical proposal based on following award criteria:

- a. Technical Proposal (Methodology, strategy & understanding of the ToRs, work plan): 60%:**

The tenderer presents the detailed methodology to perform the requested services showing the suitability with Terms of Reference and comments made on it. They are subject to evaluation according to the following sub-criteria:

Criteria		Score
A. Technical proposal		60
A.1	Detailed Methodology including the details on how all activities and sub-activities will be performed, understanding of assignment (ToRs), risk analysis and proposed mitigation measures and the overall strategy for conducting the assignment	40
A.2	Relevance of work plan & timetable of activities and work distribution between the team members	20

- B. Price/ Financial proposal: 40%**

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 40}{\text{Amount of tender A}}$$

4. Terms of reference

DELIVERY / PERFORMANCE DEADLINE / DURATION	
Desired date of output:	The required services, are expected to have a contract duration of eight months starting from one day after the reception of the notification letter
Date proposed by the tenderer:	NA

CONTACT PERSON AT ENABEL for performance	
NAME:	Mr. Jacques PEETERS
FUNCTION:	Intervention Manager – COMBIO project
ADDRESS:	KN 67 Street, plot N° 10 SANLAM Towers, Wing A, 6th Floor Opposite St Michel Catholic Church B.P. 6089 KIYOVU
TEL.:	Tel: (+250) 0786776319
E-MAIL:	e-mail: mattias.piani@enabel.be

TERMS OF REFERENCE FOR Recruitment and management of community sancta nursery staffs for COMBIO project

4.1. Context:

In the context of the TREPA project (Transforming Eastern Province through Adaptation to climate change via forests and agroforestry landscapes restoration) financed by GCF and implemented by IUCN in collaboration with RFA, Enabel, ICRAF, World Vision and Cordaid, local landscape restoration plans, district forest management plans and silvopastoral plans, in line with the District Land Use Plans, will be developed in collaboration with local actors and authorities in selected sub-landscapes (around 100, see map below) of the Eastern Province the most exposed to land degradation and climate change impacts. To restore and re-enforce the adaptation capacity of these prone areas, tree planting and sustainable forest management will be undertaken on around 10.000 ha of public and small-holder forests (Private Forest Management Unit -PFMU establishment), good agroforestry practices will be applied on 40.000 ha of crop lands and silvopastoral good practices will be disseminated on around 10.000 ha of ranch lands.

The **COMBIO project** is coming in complement of these TREPA restoration efforts, but with a special focus on the use of diversified native species to restore and protect biodiversity of these ecosystems, as an important pillar to sustain the overall adaptation to climate change of landscapes restored by both TREPA and COMBIO. The objective is to restore (enrichment with native species) and improve the management of the 8 natural forests protected by 2014 ministerial decree, while increasing the use of native tree/shrubs species in productive areas restored by TREPA: 16% of trees/shrub to be planted over the

50,000 ha of agroforestry and silvopastoral landscapes and 5% of trees to be planted over the 10,000 ha of public and small holder forests have to be native species.

The COMBIO project is financed by the Sweden (SIDA) and is implemented by Rwanda Forestry Authority (RFA), who is in charge of the overall project coordination, in collaboration with Enable (in charge of the component on biodiversity sancta) and IUCN (in charge of protected forest management and sustainable finance mechanisms development).

In this context, to support the knowledge, the access and the use of native species over the landscape restored by both TREPA and COMBIO, the COMBIO component led by Enable intend to establish a network of 21 **community biodiversity sancta** over the targeted landscapes of the Eastern Province (tentatively 2-3 sanctuaries of around 10 ha each, in every 7 Districts, so a total of around 210 ha).

In the project strategy, each community biodiversity sanctum, is an area specifically dedicated to the promotion of the use of native tree and shrub species locally adapted (soil and climate) and being important as well for the biodiversity support than for the economic and social aspects of communities. Based on restored ecosystems and developed community biodiversity sancta, the project will support the development of biodiversity-based enterprises and nature based product value chains, for enhancing the role of biodiversity conservation in improving the livelihoods of communities in the project area.

What and for what is a biodiversity sanctum?

Each sancta is constituted by different elements having each their proper function, some being mandatory and constituting the core of each sancta, other being additional and depending of its location and function opportunities. These elements should be progressively established in each sanctum with their corresponding function, as presented in the ideal model below:

- a) Nursery of native tree/shrub/herbs species (mandatory in each sanctum): to supply, in the overall surrounding landscapes under restoration, sufficient quality tree/shrubs seedlings of selected native species which are important for both community and biodiversity and to be largely disseminated in the crop/silvopastoral/forest lands neighboring the sanctuaries. It can include good flowering species supporting in same time pollination and beekeeping value chain, native tree targeted for the use of their fruits in traditional or innovative value chains, etc.
- b) Native species botanical garden and education circuit (mandatory in each sanctum): to support awareness and education of communities on the use and opportunity of native species, in collaboration with neighbouring school and associations, but also as a potential circuit of ecotourism for visitors;
- c) Native species pharmacopeia and /or floriculture garden (depending of opportunity offer by local context and community choice): to support access and supply to communities of plants used in traditional medicine and /or for floriculture;
- d) Diversified Fruit tree orchards (depending of opportunity): to support production and easy access to diversified fruits (being native or already largely adopted in Africa), including their transformation when opportune;
- e) Modern beehives (in each sancta): modern beehives will be disseminated in each sancta and neighboring woodlots and agroforestry lands, to support improved and sustainable production of quality honey;

- f) Native tree/shrubs seed stand (in each sanctum as well as possible): these seed stands will be established and registered with the support of the National Tree Seed Center, for the supply over the time of quality seeds required for the production of seedlings in sancta's nursery;
- g) Essential oil garden (depending of potential linkage with existing oil company): to support access and supply specific leaves/flower to oil value chains;
- h) Nature discovery and observatory circuit (when opportune): when possible, the sanctum will be established in areas having already an existing good ecotourism potential, where nature discovery circuit (bird watching, etc.) can be run, not so far of the main road of the tourism hot spots;
- i) Nature based product storage and transformation facilities: depending of value chain selected by communities, storage facilities and transformation equipment (for fruits, for leaves, for seeds, honey, woodcraft, etc.) will be developed in sanctum, which will play a role of community rural center for the valorization and marketing of nature based products in the overall TREPA/COMBIO restored landscapes.
- j) Where opportune and based on positive feasibility study, and with the support of the TREPA project (output 1.5), Clean Cooking Hubs where community can access to Improved Cooking Stove and to wood pellet/dried fuelwood will be established, to support the reduction of wood consumption for cooking who is the main driver of forest and biodiversity degradation,
- k) Where opportune, community group will be supported in establishment and running of ecotourism assets (nature based product shop and restaurant, etc..)

Sanctum will serve as education facilities for youths and other communities in collaboration with local related schools. Environment clubs at elementary and high schools will use the gardens for hands-on experience exchange and biodiversity knowledge acquisition. Education programs such as "Connect to my nature" will be developed and be linked to biodiversity sancta. The beneficiaries of the training will include school teachers, students, children, youth, cooperatives, community and community leaders.

The communities will participate in designing and developing program modules, the intervention will support field works involving youths (planting, garden/ nurseries maintenance, etc.), train local guides. The intervention will conduct awareness campaign to promote biodiversity and increase knowledge of developed and established alternative indigenous plant species and their farming good practices to the communities.

Who will manage the biodiversity sanctum?

Each sancta will be managed by a local community group association or cooperative, formed by selected community member living around the sancta, based on a **MoU that will be signed by the elected community representatives, the local authorities (Cell, Sector and District), the Rwanda Forestry Authority (RFA) and implementing partners (Enabel).**

This MoU will define the roles and responsibilities of each party and modalities for the restoration and management of the sanctuaries areas, including modalities of recruitment and payment of community man-power for the restoration works (seedling production, planting, etc.).

For each sancta community groups living around will be sensitized and trained on opportunities that biodiversity sanctuary can offer, and they will be organized into association/cooperatives.

These community groups will be trained and supported by the project in order to develop and sustainably managed the sancta, according modalities set in the MoU and according to participatory sancta management plan approved by local authorities.

The community members will be selected in the area surrounding the sancta in collaboration with Cell/Sector authorities based on the main but not exhaustive following criteria:

- Being a member and permanent resident of the local community;
- Having a land surrounding the sancta and committing to restored its own land using at least partly native species, as farmer leader;
- And /or being a well-recognized local leaders of existing community groups/association/cooperative that can bring his experience in community mobilization and leadership;
- And /or being an economic actor that can play an important role in value chain development, such as being experienced in nursery management, in woodcraft, in apiculture, etc.
- And/or having already an educative function in the community.

Employment of local community actors

In each sancta (1 per each of the 7 districts for the year 2023), one local actor of the community (or living in the surrounding area) and who has already a good experience in tree seedling production will be recruited by the project through an HR service provider (initially for a 8 months periods) as **“Lead nursery technician”**, to support the community group to establish and run properly their own native tree nursery, under the supervision and technical guidance of the Combio Biodiversity Specialists. After this first 8 months period, the need for continuous support of the “Lead nursery technician” will be assessed, and possibilities for incorporating this technician into the under-establishment cooperative will be evaluated with the local communities.

In each sancta, this “Lead nursery technician” will train and supervise community members in application of best nursery practices and will support them in quality delivery of native tree seedlings.

For the first year (2023), the project will pay (through a HR service provider) each individual of the community group members for the daily man-power mobilized in different field restoration activities (seedling production, planting, etc).

Once the cooperative/association will be formally established with members well trained in finance management and field works implementation (tentatively in 2024), the project will assess the possibility of contracting the cooperative for implementing restoration works, the cooperative managing by themselves the payment of their own members.

Thus in the coming 8 months (15th April to 15th December 2023), for the urgent works of native tree seedling production and tree planting and before the formal establishment of the cooperative, the project component lead by Enabel has to recruit and manage individual man-power and lead nursery technician.

It is in this context that Enabel wants to contract a local firm to ensure the administrative management of the two types of staff , Lead Nursery technician and manpower by ensuring the recruitment and as well as the payment processes, of those staff to be mobilized in sancta in the coming 8 months.

4.2. Consultancy Service main tasks

The main tasks to be undertaken by the service provider firm are:

Activity 1: Ensure the recruitment of the 7 “Lead nursery technicians” for 8 months contracts, according following modalities:

- Profile of the Lead nursery technician:
 - Being member of the sancta community group of living in surrounding area (in surrounding cells);
 - Having its national ID card;
 - Having an experience of more than 1 year in tree seedling production, with success and competence recognised by local actors and/or proven by certificate of completion
 - Having experience with native trees production and usage will be an added value

- The Enable project team, in collaboration with Executive Secretary of Sectors will identify potential local actors candidates, and the short listing will be provided to the service provider by 10th April 2023.

- The selection of the candidate will be done through an interview to be organised at local level (in the each of Sector where the 7 sancta are located) by the service provider within 1 weeks from the reception of the short list. The jury of each panel (1 day per each Sector of the 7 sancta) will be constituted as follow:
 - The District Forest Officer, or its representative (1)
 - The Executive Secretary or its representative (1) of the concerned Sector where the sancta is located;
 - The representatives (2) of the sancta community groups (the ones already elected, or designated by local authority)
 - The Enabel Combio project Biodiversity Specialist (1)

A technical scoring grid will be provided by the project, and each jury member will have to provide their score and justification for each of the criteria on a signed form. The service provider will have to make a compiled the selection report , ideally including a reserve list and deliver if signed within 3 days following the interviews.

Activity 2: Ensure the contracting and payment of the 7 “Lead nursery technicians” for 8 months contracts, as follow:

- Prepare and sign the appropriate employment contract for each Lead nursery technician in compliance with legal provision, according to following elements
 - Enabel will provide the detail list of tasks of the employee to the service provider
 - The draft contract has first to be submitted by 14th April 2023 to Enabel for possible review and approval. Enable will provide feedback for approval within 3 days from the reception;

- The contract is for a fixed period of 8 months, renewable once.
 - This is a part time contract, consisting in 20 hours per week
 - The net amount to be paid to each lead nursery technician is 150.000 Rwf/month
- Ensure the payment of the salary to the Lead nursery technicians, according following modalities:
- Ensure staff are affiliated to the Rwanda Social Security Board or get them registered before the first payment.
 - Ensure the salary is paid through bank account by 28th of each month at the latest. On demand, the individual payslip can be provided
 - Ensure monthly declaration of fiscal and social contributions in compliance with legal provisions and deadlines .
 - Must deliver a copy of approved payroll, declarations and bank justification by 05th of each following month

Activity 3: Support the performance monitoring of the 7 “Lead nursery technicians” according following modalities:

- For each nursery, a monthly progress reports (signed by the Enable Biodiversity specialist and the representative of the sancta community group) evaluating the performance of the Lead nursery technician is provided by 25th of each month to the service provider;
- In case of low performance, the service provider will participate in a joint field evaluation with Enabel project Intervention Manager, community and District/Sector representatives, in order to identify the causes/drivers and take appropriate action to solve the problems.
- Once the Lead nursery technician is recognised as being responsible (at least partly) of the low nursery performance due to lack of seriousness and professionalism, the service provider will take the required measures to advertise officially the employee. If the situation persist, the service provider will take all required administrative measures (as per regulation) to end the contract of the employee and ensure its replacement by another experienced technicians from the reserve list.

Activity 4: Ensure the payment of the sancta community man-power/casual used for trees seedling production, planting and other restoration works in the coming 8 months (15th April to 15th Dec 2023), according following modalities:

- In each sancta, for each activity to be implemented by community man-power casual, the project Enabel Biodiversity specialist, in collaboration with the community representatives, establish a weekly activity plan (template will be provided by the project and validated with the service provider) in which the list of expected man-power is indicated, with name, number of day or half day to be worked, and expected measurable deliverables (number of hole dig, number of m2 cleaned, nbr seedling planted, etc.) per worked day or half days. This weekly man-power activity plan is approved before the end of the previous week per the Enable Intervention Manager. This approved plan is communicated to the service provider.

- The community representative are responsible for the mobilisation of the man-power, under the technical coordination of the “Lead nursery technician” and under the supervision and control of the Enabel Biodiversity Specialist.
- Each end of the week, the “lead nursery technician” complete the table of the man-power effectively used, with name, ID card number, MoMo tel number/bank account/ number of day or half day worked, number of works really delivered, and signature of each man-power. This week man-power work report has to be signed by the “Lead nursery technician” and the representative of the community, then has to be verified and signed by the Biodiversity Specialist before being approved by the Enabel Intervention Manager. Once approved this week man-power report is sent to the service provider to proceed with the payment.
- The service provider ensures weekly payment of the man-power based on above weekly report, through bank account if provided or via Mobile Money system, at the following rate: half days of 5 hours: 1800 RWF net, full days of 8 hours: 2500 RWF net.
- Monthly, according to the national regulation, the service provider ensures the payment of taxes and social security fees due for these daily man-power employment, and provide all required administrative documentation (fiche de paie, prove of taxes payment for each man-power, etc.). Attention, it has to be considered that at least 40% of this man-power will work on a regular basis, potentially more than 30 days (and have to be declare).
- The foreseen man-power over the 8 months will not exceed 3.000 person half day + 3000 person full day. So the estimated maximum amount of net remuneration to be paid to the man-power is $(3000 \times 1800 + 3000 \times 2500) = 12.900.000$ RWF

4.3. Deliverables and reporting:

The table below present deliverables and maximum deadlines.

N°	Deliverable description:	Deadlines	Payment Instalment	Amount
1	<p><u>Progress report 1, including</u></p> <ul style="list-style-type: none"> = recruitment and selection report of the 7 lead nursery technician = List of staff and man-power paid in the 1st month contract, with detail on amount paid per staff/man power = All the documentation required as justification of payment of salary, taxes, and social security 	1 months from the beginning of the service contract	Installment 1	10% of management cost + reimbursable
2	<p><u>Progress report 2, including</u></p> <ul style="list-style-type: none"> = Main activity covered, constraint faced, solution implemented and potential risks = List of staff and man-power paid in the 3rd month contract, with detail on amount paid per staff/man-power = All the documentation required as justification of payment of salary, taxes, and 	3 months from the beginning of the service contract	Installment 2	30% of management cost + reimbursable
3	<p><u>Progress report 3, including</u></p> <ul style="list-style-type: none"> = Main activity covered, constraint faced, solution implemented and potential risks - List of staff and man-power paid in the months 4 to 6 of the contract, with detail on amount paid per staff/man-power - All the documentation required as justification of payment of salary, taxes, and social security 	6 months from the beginning of the service contract	Installment 3	40% of management cost + reimbursable
4	<p><u>Final report including</u></p> <ul style="list-style-type: none"> = Main activity covered, constraint faced, solution implemented - List of staff and man-power paid in the months 7 to 8 of the contract, with detail on amount paid per staff/man-power - All the documentation required as justification of payment of salary, taxes, and social security 	8 months from the beginning of the service contract	Installment 4	20% of management cost + reimbursable

Reports will be produced in English (according to deadline set in above table of deliverables) in soft format (word files, excel files for table and graphics, and scan pdf format). Final report will be provided additionally in 2 hard copies.

4.4. Duration

The contract starts upon award notification.

Task have to be achieved within a period of 8 months from the awarding

4.5. What should be presented in the technical offer?

Following elements have to be described by the bidder in its technical proposal, among other:

- The general methodology describing main steps and processes of the service, and detail on HR and accounting management tools and forms that will be used;
- List and detail of all the documentation that will be provided as prove and justification of all salary, taxes and social security payment;
- Tasks/steps and activity planning
- Detail method and results of calculation of all taxes and social security fees which are due as per regulation for (1) the 7 lead nursery technicians and (2) for community man-power. Bidder should explain how they will manage this part with the legal reference to make sure we remain in compliance
- Presentation of the service provider team: composition, profile and proven expertise of each expert, references, role and task of each expert in this consultancy, and justification of adequacy of proposed skills and their complementarity with consultancy requirement;
- Investment (number of person-days in in office/ on the field) and schedule per activity/sub-activity of each expert of the consultant team;

4.6. Minimum Required profile of consultant:

The service provider company should have:

- Not less than 3 years' experience in human resources management in Rwanda,
- with at least 1 similar relevant experience supported by a good completion certificate in the last 3 years.

The 3 proposed key positions are the **team leader**, the HR expert, and the **Accountant**, with minimum profile provided below. The consultant is free to propose additional expert profiles to assist these 3 key positions to cover all domain of competency that may be required.

The Consulting firm has to provide the team composition (Key positions) they propose supported by with their profile CV and degrees for each.

The profile required for **the team leader** is:

Mandatory:	
At least Master or equivalent in HR/ People Management or Project Management	
Experience in HR management in Rwanda	Not less than 5 years
Experience in leading/coordinating similar service	At least 1 relevant experience
Good command and writing in English	At least 1 experience of work in English (sample of report)

The profile required for the **HR assistant** is:

Mandatory:	
National expert mastering Kinyarwanda	
At least Bachelor 'sdegree HR management or Business Administration (or equivalent)	
Experience in taxes and social security management in Rwanda	not less than 3 years
Experience in managing high intensive man-power is an asset	At least 1 relevant experience

The profile required for the **accountant** is:

Mandatory:	
National expert mastering Kinyarwanda	
At least Bachelor's degree in accounting (or equivalent)	
Experience in public/project finance accounting in Rwanda	Not less than 3 years
Experience in managing accounting for high intensive man-power	At least 1 relevant experience

5. Service performance conditions

5.1. General remarks

Except when specified otherwise in the order or any related contractual document of the contracting authority, these conditions apply to public contracts for services awarded in the name and on behalf of Enabel (contracting authority).

5.2. Subcontracting

The service provider may, under their sole responsibility, call upon subcontractors for certain components of this contract. Subcontracting is under the sole responsibility of the service provider and does in no way discharge the service provider of performance obligations under the contract vis-à-vis the contracting authority, which recognises no legal relation with subcontracting third parties.

5.3. Cession

One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party.

5.4. Conformity of performance

The services must comply in all respects with the contract documents. Even in the absence of specifications in the procurement documents, the services must comply in all aspects with good practice.

5.5. Execution modalities

The start date, the performance deadlines agreed as well as the instructions about the performance place must be strictly observed.

Any exceeding of the performance deadline and this for whatever reason shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 10% of the total amount of the order.

In the event of excessive delay or other non-performance, the contracting authority can terminate the public contract and launch another request for price quote and have the services delivered by another provider. Any possible extra cost shall be borne by the defaulting service provider.

Any costs to which the contracting authority would be exposed and attributable to the defaulting service provider are borne by the latter and deducted from amounts owed.

5.6. Acceptance of services

The service provider delivers only services that have no apparent and/or hidden defects and that correspond strictly to the Terms of Reference of this public contract and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice and the state of the art and for the purposes that the contracting authority has in mind, which the service provider knows or at least should know.

Acceptance of the services or final acceptance only takes place after the complete inspection by the contracting authority of the conformity services delivered. An acceptance reports confirms such acceptance.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the report or other required output, does consequently only count as evidence of taking possession and does not concern the acceptance of the report or the output.

The contracting authority disposes of a maximum verification term of thirty days starting on the end date of delivery of services to be accepted and to notify the result to the service provider.

5.7. Invoicing and payment

Invoices are established in one copy and respect the stipulations given in the Purchase Order.

The invoice will be sent to the address mentioned on the Purchase Order/request for prices.

Invoices in due form and not disputed are paid within 30 calendar days after acceptance.

5.8. VAT exemption

Depending on the Project's Specific Cooperation Agreement under which the services are delivered, Enabel may be (yes or no) exempt from paying local VAT for the services obtained.

For Belgian VAT, the place of service delivery is determining.

5.9. Insurance

The service provider is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of this contract, especially insurance covering 'civil liability' (minimum amount insured: EUR 1 250 000), 'work accidents' (minimum amount insured: EUR 35 000) and 'transport-related risks', and this for the whole period of the assignment.

The service provider will send the contracting authority, upon simple demand, a copy of the insurance policies taken out by the service provider and proof of regular payment of the premiums that are borne by him.

5.10. Intellectual property rights

The service provider integrally, definitively and exclusively and without any financial compensation on top of the price(s) quoted in his tender, cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by copyrights.

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the public contract.

Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

When the subject-matter of the services consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

When the subject-matter of the services consists of the creation of a website, the contracting authority also acquires the right to register and protect the domain name created under the contract, unless otherwise stipulated in the procurement documents.

The service provider must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered.

The service provider must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, provided the service provider has the right to overview the defence and negotiations with a view to an amicable settlement.

5.11. Obligation of confidentiality

The service provider and its employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this public contract. This information may not under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, list this contract as a reference, provided that he indicates its status correctly (e.g., 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the service provider gets hold of through this public contract remain the property of the contracting authority.

5.12. Deontological clauses

Any failure to comply with one or more of the deontological clauses given below may lead to the termination of this contract and to the exclusion of the service provider from other public contracts for Enabel.

For the duration of the contract, the service provider and his staff respect human rights and undertake not to go against political, cultural or religious customs of the country where services are delivered.

In accordance with Enabel's Policy regarding sexual exploitation and abuse (add link to text), the service provider and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects implemented by Enabel and towards the population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy. In application of Enabel's Policy regarding sexual exploitation and abuse there will be zero tolerance towards any misconduct referred to in its Policy regarding

sexual exploitation and abuse that could impact the professional credibility of the contracting parties.

Any attempt by a service provider to obtain confidential information, to make illicit agreements with competitors or to influence the contracting authority in any way will result in the rejection of his tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.ENABLEintegrity.be> website.

5.13. Complaints management and competent courts

Only Belgian law applies to this public contract.

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the service provider, the parties will consult each other to find a solution. Where needed, the service provider may request mediation via e-mail complaints@enable.be cf. <https://www.enable.be/content/complaints-management>

Any litigation about the orders and these contract conditions are the exclusive competence of the Brussels Courts.

6. Tender form to be signed by the tenderer

6.1. Identification form

6.1.1. Natural person

To fill out the form, please click here:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:412289af-39d0-4646-b070-5cfed3760aed>

I. PERSONAL DATA	
FAMILY NAME(S) ²	
FIRST NAME(S)	
DATE OF BIRTH	
DD	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	IDENTITY DOCUMENT
IDENTITY CARD	PASSPORT
	DRIVING LICENCE ³
	OTHER ⁴
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ⁵	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX
	CITY
REGION ⁶	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS NAME (if applicable)
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF REGISTRATION:
	CITY
	COUNTRY
DATE	SIGNATURE

² As indicated on the official document.

³ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

⁴ Failing other identity documents: residence permit or diplomatic passport.

⁵ See table with corresponding denomination by country.

⁶ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2. Private/public law body with legal form

To fill out the form, please click here: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdf19b>

OFFICIAL		NAME⁷
BUSINESS (if different)		NAME
ABBREVIATION		
LEGAL FORM		
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT	NGO⁸ YES NO
MAIN REGISTRATION NUMBER⁹		
SECONDARY REGISTRATION NUMBER (if applicable)		
PLACE OF MAIN REGISTRATION		
	CITY	COUNTRY
DATE OF MAIN REGISTRATION		
	DD	MM YYYY
VAT NUMBER		
ADDRESS HEAD OFFICE		OF
POSTCODE	P.O. BOX	CITY
COUNTRY		PHONE
E-MAIL		
DATE	STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE		

⁷ National denomination and its translation in EN or FR if existing.

⁸ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

⁹ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3. Public-law body¹⁰

To fill out the form, please click here:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

OFFICIAL		NAME¹¹	
ABBREVIATION			
MAIN REGISTRATION NUMBER¹²			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
OFFICIAL		ADDRESS	
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹⁰ Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

¹¹ National denomination and its translation in EN or FR if existing.

¹² Registration number in the national register of the entity.

6.2. Subcontractors (if any)

Name and legal form	Address / Registered office	Regards

6.3. Financial identification Form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹³	
IBAN/ACCOUNT NUMBER ¹⁴	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS of BANK BRANCH		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹³ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

¹⁴ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.4. Tender form - Prices

ANNEX 2. FINANCIAL PROPOSAL

Do NOT change the “Financial offer”. Reservations are not permitted.

By submitting this tender the tenderer commits to performing this public contract in conformity with the terms of reference and performance conditions of this public contract and explicitly declares accepting all conditions listed in the request for a price quote and renounces any derogatory provisions such as his own general sales conditions. He/she commits to executing this public contract for the following lump-sum unit prices, in EUR Tax Inclusive (written in figures):

Item	Unit	Unit price* incl. WHT /VAT	Quantity	Total incl. WHT /VAT
1. Key experts including management cost				
Team leader: Name:				
In office	Person-day(s)	RWF	....	RWF
On the field mission	Person-day(s)	RWF	....	RWF
RH assistant: Name:				
In office	Person-day(s)	RWF	....	RWF
On the field mission	Person-day(s)	RWF	....	RWF
Accountant: Name:				
In office	Person-day(s)	RWF	....	RWF
On the field mission	Person-day(s)	RWF	....	RWF
Total expert fees WHT and VAT Inclusive				RWF
WHT (%)				
VAT (%)				
2. Remboursable costs				
Amount really paid to sancta lead nursery technician	Salary per person month	150.000 RWF	=7*8 months= 56	8.400.000 RWF
	Taxes per pers month	RWF	56	
	Social security per person month	RWF	56	
Amount really paid to community manpower sancta – half day (5 hours) basis	Salary per person half day	1800 RWF	3000	5.400.000 RWF
	Taxes per pers half day	RWF	1500	
	Social security per person half day	RWF	1500	
Amount really paid to community man power sancta – full day (8 hours) basis	Salary per person month	2500 RWF	3000	7.500.000 RWF
	Taxes per pers month	RWF	1500	
	Social security per person month	RWF	1500	
Total reimbursables				RWF

DATE:	
AUTHORIZED SIGNATURE:	

Note:

The quantities and unit cost already provided in the above form have to be kept and cannot be changed by the bidders. Quantities and unit cost highlighted in yellow have to be calculated and provided by the bidders.

The price is composed of two type of costs:

- **Key expert and Management cost:** The lump-sum prices include all costs, taxes, duties and contributions of any kind, and namely: Fees, the per diems, accommodation costs, local travel costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and the VAT and Withholding taxes (WHT) when/if applicable.

- **Reimbursable costs:** the project will be reimbursed to the service provider the following costs, up to the maximum provided for the 8 month period in the price offer,
 - o The salary amount paid to the lead nursery technicians and sancta community manpower.
 - o The taxes and social security fees due as per regulation for the employed lead nursery technicians and sancta community manpower.

This reimbursable will be paid upon reception and approval of progress/final report (as per above table of deliverables), including detail list of payment per staff/manpower, prove of payment, and all documentation required in regards of taxes and social security payment.

The following cost will be covered directly by the project:

- Under activity 1:
 - o Meeting room for interview in the Sector
 - o Transport fees/mission allowance for Sector/District and Enabel staff
 - o Transport fees for candidates and communities members
- Under activity 3:
 - o Transport fees and mission allowance for participants to the eventual join field mission required for assessing low performance of lead nursery technician, except for the service provider staff.

Certified true and sincere,

Done at, on

6.5. KYC DECLARATION

Declaration on honour – Grounds for exclusion

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° Involvement in a **criminal organisation**
 - 2° **Corruption**
 - 3° **Fraud**
 - 4° **Terrorist** offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **Money laundering or financing of terrorism**
 - 6° **Child labour** and other trafficking in human beings
 - 7° Employment of foreign citizens **under illegal status**
 - 8° Creating a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer which fails to fulfil his obligations relating to the **payment of taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3. The tenderer is in a **state of bankruptcy, liquidation, cessation of activities, judicial reorganisation**, or has admitted bankruptcy, or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.

4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019;
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed information;
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5. When a conflict of interest within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;

6. **Significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered

‘significant’.

The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

7. The tenderer nor one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the United Nations, the lists can be consulted at the following address: :

For the European Union, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:
https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

8. <...> if Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel’s Policy regarding sexual exploitation and abuse and Enabel’s Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date

Place

Signature

6.6. Integrity Statement of the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I / we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Date

Place

Signature

6.7. Annexes

6.7.1. GDPR clause (in case the service provider will process personal data)

Annex I: Example of contractual provisions: obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')
--

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s) stipulated** in the contract;
2. Process the personal data only **on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
 - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - obtain necessary training in personal data protection;
5. Regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

7. **Information rights of data subjects**

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

8. Data subjects exercising their rights

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

9. Notification of personal data breaches

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or
- sending back all personal data to the controller, or

- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

13. Data Protection Officer

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

14. Register of categories of processing activities

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

15. Documentation

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

6.7.2. Declaration of objectivity and confidentiality

I, the undersigned, hereby declare that I agree to participate in the preparation of above-mentioned public contract. I hereby also confirm having read the available information regarding this public contract.

Furthermore, I undertake to assume my responsibilities in an honest and fair way. When taking part in the preparation of the procurement documents I will be objective and respect in all matters the principles of fair competition and impartiality, particularly by avoiding any clause or provision favouring a given product, producer, supplier, building contractor or service provider.

I undertake to keep any information and documents ('confidential information') which I am notified of or of which I become aware or which I will elaborate while preparing above-mentioned public contract in a safe and confidential manner and I undertake to use these only for the purpose of preparing this public contract and not to communicate them to any third party. Furthermore, I undertake to not conserve copies of written information and prototypes provided or help or associate myself with a [tenderer/applicant/candidate] under the framework of this public contract. I am well aware that in case of non-compliance I will be excluded from this public contract and that my tender/request/application may be rejected.

Finally, I undertake to not communicate confidential information to an employee or expert unless the latter has accepted signing this same declaration and to be subjected to its provisions.

Name

Signature

Date